Program 1721-S (10/09) Specifications by: GDC Reviewed by: KJC

U.S. GOVERNMENT PRINTING OFFICE Dallas, Texas

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Printing, Folding, Insertion and Mailing Services

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Veterans Affairs (VA)

Single Award

CONTRACT TERM: The term of this contract is for the period beginning November 1, 2008 and ending October 31, 2009, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in the contract.

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Dallas, Texas time on October 1, 2008.

BIDDERS, PLEASE NOTE: This contract has been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Questions of a technical nature concerning this contract should be directed to Glen D. Carlson, telephone (214) 767-0451, ext. 17. (No collect calls.)

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes Level IV.
- (b) Finishing (item related) Attributes Level IV.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

Attribute

Specified Standard

P-7. Type Quality and Uniformity

Page Reproducible

FACSIMILE BIDS: Facsimile bids are permitted.

- (a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- (b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.
- (c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation will be excluded from consideration.
 - (d) Facsimile bids must contain the required signatures.
- (e) The Government reserves the right to make award solely on the facsimile bid. However, bidders agree to promptly submit the complete original signed bid.
 - (f) Submit facsimile bid to FAX No. 214-767-4101, one bid per facsimile.

- (g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete bid.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of bid.
 - (5) Failure of the bidder to properly identify the bid.
 - (6) Illegibility of bid.
 - (7) Security of bid data.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

(1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

ECONOMIC PRICE ADJUSTMENT (contd.):

(2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility to review evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from November 1, 2008 through October 31, 2009 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

REQUIREMENTS (contd.):

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of letters and envelopes plus mailing services requiring such operations as printing, variable data printing, folding, inserting, binding, packing and distribution.

TITLE: Printing, Folding, Insertion and Mailing Services.

FREQUENCY AND QUANTITY OF ORDERS: See attachments 1 through 8.

TRIM SIZE:

- (a) Envelopes No. 10 (4-1/8 x 9-1/2"), window and non-window; No. 9 (3-7/8 x 8-7/8"), window and non-window; and $6-1/16 \times 9-1/2$ ", window.
 - (b) Letters/inserts $-8-1/2 \times 3-2/3$ " up to $8-1/2 \times 11$ ".

GOVERNMENT TO FURNISH: Print orders.

Electronic Media (software/electronic letters): Electronic letters are created at the Austin Information Technology Center (AITC) on the Xerox Printing System using Xerox Elixir v3.1 software. The source code that is created by Elixir is uploaded to the AITC mainframe where the Xerox Host Forms Descriptor Language (HFDL) software compiles it. On the mainframe, the source code for the Xerox Job Descriptor Library (JDL) is copied. The JDL is compiled by the printer system software. The JDL contains the commands that format the pages and control placement of variable data on the form.

The data identified above is sent to the contractor via a virtual private network (VPN). (See CONTRACTOR TO FURNISH below.) In the event that the AITC is unable to transmit data via the VPN, the data may be written to an initialized 3480 cartridge tape using the following header format/data code/operating system: IBM/EDCDIC/MVS or to CD-R. The cartridge or CD-R is then sent to the contractor. The contractor must have a 3480-compatible tape drive capable of reading 3480 cartridges.

All files must be restored to a target printer that has capabilities similar to those of the Xerox 4635 that the AITC uses. All fonts and logos that are on the form as well as the fonts used to print the variable data must be available on the printer.

NOTE: The VA will run the letters through address checking and zip code sorting software for presorting. The VA will also provide the appropriate postal paperwork for each mailing.

One reproduction proof for shipping container labels, Form 905 (R. 3/90) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish" necessary to produce the product(s) in accordance with these specifications.

INFORMATION SYSTEM: The contractor must provide a computer network (also known as an "information system") to process, store, and transmit data that is in compliance with all applicable policies governing the transmission and use of the data transmitted by the AITC, including the Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and applicable Department of Veterans Affairs policies and procedures. The contractor shall ensure their information system is configured and managed to adhere to the Federal Information Security Act and to meet the minimum recommendations described in NIST Special Publication (SP) 800-53 (Recommended Security Controls for Federal Information Systems) for a moderate-impact information system.

The contractor must provide an IPSec-compliant VPN device (using a NIST-approved FIPS 140-2 cryptographic module) and configure it to establish a secure AES-encrypted (256-bit key length) tunnel between the AITC and the contractor via the internet. More information regarding the NIST Cryptographic Module Validation (CMV) program may be found at http://csrc.nist.gov/cryptval/. The AITC technical staff will coordinate with the contractor regarding the selection and implementation of the VPN device. The contractor will be required to sign an Interconnection Security Agreement and Data Transfer Agreement with the AITC before the connection may be established. Additionally, the contractor shall support and assist AITC staff and/or auditors in periodically assessing their information system's compliance with these requirements or in conducting investigations into security incidents.

Federal information systems (40 USC 11331) are information systems used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency. Information systems may include servers, workstations, operating systems, databases, and applications, as well as any information/data stored, processed, or transmitted by the system. Federal information systems may contain information that is subject to the Privacy Act, the HIPAA, or other regulations. Every federal information system at the AITC processes information that is categorized as "sensitive but unclassified" (SBU).

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

(a) Envelopes:

- (1) White Kraft, Basis Weight: 24 lb, Bursting Strength: 38 psi.
- (2) White Wove, Basis Weight: 24 lb, Bursting Strength: 38 psi.
- (3) Light Brown Kraft, Basis Weight: 24 lb, Bursting Strength: 38 psi.
- (4) White Kraft, Basis Weight: 20 lb, Bursting Strength: 20 psi.

(b) Letters/inserts:

- (1) White Bond, grammage 90 g/m², Basis Weight: 24 lb.
- (2) Yellow Bond, grammage 90 g/m², Basis Weight: 24 lb.

STOCK/PAPER (contd.):

For two applications, the AITC will furnish 25% rag bond to the contractor to print face only letters in black ink. See attachment 6 (Outreach Letter (HEFIF) and Follow Up Outreach Letter (HEFIF).

PRINTING:

- (a) Envelopes will print face only or face and back in black or Pantone 280 Blue. Envelopes may require printing of a security tint/pattern in Pantone 280 Blue on the inside to ensure complete opacity and prevent show through of any material.
- (b) Letters/inserts will print face only or face and back in black. The data provided to the contractor will produce from 1 to 6 pages per veteran and will print as indicated in attachment 1. Variable data printing (veteran's name and address) is required on the first page of each letter.

MARGINS: Maintain margins as indicated on copy.

BINDING: "C" fold letters from 8-1/2 x 11" to 8-1/2 x 3-2/3" so that the addressee's address is visible in the envelope window. If a postal barcode is used, it must also be visible in the envelope window. Some applications will also require the return address to be visible in a second envelope window. Insert the folded letters into the appropriate envelope. In the event of multiple-page letters and/or multiple single-page letters, collate and fold all pages before insertion.

Additional inserts will be required for most mailings. The additional inserts will not cause the single-page letter mailing to exceed two ounces per statement. The AITC will supply inserts that will include items such as flat sheet forms ranging in size from 8-1/2 x 3-2/3" up to 8-1/2 x 11", 8-1/2 x 11" multipart forms with a ½ to 1" top stub that will need to be folded in half and inserted into the envelope as well as a 48-page (24-leaf), 5-3/8 x 8-1/4", separate cover, saddle-stitched pamphlet that will need to be inserted into an appropriate size envelope. The contractor will need to maintain an inventory list with an updated list sent back to the COTR weekly. The contractor will notify the AITC when supplies are received and the condition of the shipment. Any damage to the shipment must be reported as soon as possible so corrective action can be taken by the AITC. The contractor must establish an automated preset order limit for each print job to avoid running out of VA-furnished supplies. When the level is reached, the contractor must notify the AITC so that additional supplies can be provided to the contractor. Occasionally, the contractor may be required to print, fold and insert some of the flat sheet inserts due to added requirements or a shortage in the supply of pre-printed forms.

Note: Any letters that are damaged or otherwise rendered unfit for insertion into envelopes during the printing or inserting process must be shredded in strips that are a maximum of 5/16" wide.

ENVELOPE CONSTRUCTION: All envelopes are open side, high cut, diagonal seams, with suitable full gummed flaps. All windows are covered with a suitable transparent panel glued to the inside. All security tints/patterns print in Pantone 280 on the inside of the envelope.

(a) VA 21-CCPC2: No. 10 (4-1/8 x 9-1/2") double window envelope, white kraft or white wove. Return window is 3-1/4 x ½" with slightly rounded corners, located 5/8" from the left edge of the envelope and 1" from the top of the envelope. The delivery address window is 4 x 1-3/8" with slightly rounded corners, located 5/8" from the left edge of the envelope and ¾" from the bottom of the envelope. Prints face only in Pantone 280 and with a security tint/pattern on the inside.

ENVELOPE CONSTRUCTION (contd.):

- (b) VA 21-HEC1: No. 10 (4-1/8 x 9-1/2") window envelope, 24 lb. white kraft or white wove. Window is 4 x 1-1/4" with slightly rounded corners, located 3/4" from the left edge of the envelope and 1/2" from the bottom of the envelope. Prints face only in Pantone 280 and with a security tint/pattern on the inside.
- (c) VA 21-2: No. 10 (4-1/8 x 9-1/2") window envelope, 24 lb. white kraft. The envelope will have two windows: a return address window and a delivery address window. The return address window is 3-1/4 x ½" with slightly rounded corners and is located 5/8" from the left edge of the envelope and 2-5/8" from the bottom of the envelope. The delivery address window is 4 x 1-3/8" with slightly rounded corners and is located 5/8" from the left edge of the envelope and 13/16" from the bottom of the envelope. Prints face only in Pantone 280.
- (d) VA 22-1: 6-1/16 x 9-1/2" window envelope, 24 lb. light brown kraft. Window is 5-1/2 x 1-3/4" with slightly rounded corners, located ½" from the left edge of the envelope and 1-3/4" from the bottom of the envelope. Prints face only in black ink.
- (e) VA 24-1: No. 10 (4-1/8 x 9-1/2") window envelope, 24 lb. white kraft. Window is 4-3/4 x 1-3/8" with slightly rounded corners, located 3/4" from the left edge of the envelope and 1/2" from the bottom of the envelope. Prints face only in Pantone 280 and with a security tint/pattern on the inside.
- (f) VA 24-2: No. 9 (3-7/8 x 8-7/8") envelope, 20 lb. white kraft. Prints face and back in Pantone 280 with a bar code bleeding top and with a security tint/pattern on the inside.
- (g) VA 27-0501-2: No. 9 (3-7/8 x 8-7/8") window return envelope, 20 lb. white kraft. Window is 3-1/4" x 1-1/4" with slightly rounded corners, located 3/4" from the right edge and 1-1/2" from top of the envelope. Prints face in Pantone 280 with a bar code bleeding top and with a security tint/pattern on the inside.
- (h) VA 27-2: No. 10 (4-1/8 x 9-1/2") window envelope, 24 lb. white kraft or white wove. Window is 4-3/4 x 1-1/4" with slightly rounded corners, located 3/4" from the left edge of the envelope and 1/2" from the bottom of the envelope. Prints face only in Pantone 280.

NUMBERING: Each record received must be assigned a unique, sequential number for accounting purposes and to allow the contractor to reproduce any letters destroyed in processing. This number must be printed on each page of each letter at a designated location determined by the AITC and the contractor.

INSPECTION SAMPLES: When indicated on the print order or otherwise requested, two samples shall be sent for inspection to the U.S. Government Printing Office, Regional Printing Procurement Office, 1100 Commerce St., Room 731, Dallas, TX 75242-1027, Attn: Inspection Samples.

These samples cannot be deducted from the total quantity ordered. The package or envelope containing the samples shall be identified by the GPO jacket number, program number, print order number, title, and include a facsimile of the print order on which they were ordered. The contractor will comply with the shipping schedule regardless of this requirement and will be notified of the test results only if there are deficiencies.

DISTRIBUTION: The majority of letters mail f.o.b. contractor's city using a Postal Permit provided by the VA. Some letters will be sent out f.o.b. contractor's city via a VA-supplied FedEx account. See attachment 1.

SCHEDULE: Adherence to this schedule must be maintained. The contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Complete production and distribution must be completed within 48 hours after receipt of the print order and transmitted data.

NOTE: The production schedule stated above will require the contractor to perform on Saturdays, Sundays and Federal holidays. For example, production and distribution of letters transmitted at 5:00 p.m. on Thursday afternoon must be completed no later than 5:00 p.m. on Saturday. The contractor is authorized to apply a surcharge to the total price for any print orders placed by the Department that requires performance on any workday other than a workday as defined by GPO Publication 310.2.

The ship/deliver date indicated on the print order is the date products ordered "f.o.b. contractor's city" must be shipped to the destination address.

QUALITY CONTROL: The contractor must maintain the highest quality during the production and mailing of all letters to include accounting for all letters to ensure that the number of pieces of mail is equal to the number on the automatically generated postal mailing reports. Due to the sensitive nature of the letters, the contractor must achieve as near to 100% accuracy as possible in the mailing of the letters. After award, the contractor must detail, in writing, the quality control measures that will govern the production and mailing of all letters. The accuracy rate for all orders must be 99% or higher (includes printing on the correct paper using the correct forms and inserting the correct pamphlets/booklets or forms or any combination of inserts with each order). The contractor may be required to produce quality assurance samples for each order. The quantity required for each order, if any, will be determined by coordination between the AITC and the contractor and will be specified on each print order. The quality assurance samples will be sent to the AITC at the VA's expense. The contractor will be paid for any required quality assurance samples at the running rate offered in the contractor's bid.

CONFIDENTIALITY OF DATA Any information systems involved with this contract are classified as systems of records subject to the Privacy Act of 1974 (Public Law 93-579), and some information systems may further be subject to the HIPAA. The contractor may, in the course of design, development, or conversion of data from existing systems, observe or handle information subject to the Privacy Act, the HIPAA, or other Federal regulations. Duplication or disclosure of data and other information to which the contractor will or may have access because of this contract is prohibited by law. It is understood that throughout performance of the contract, the contractor will or may have access to confidential data that is either the sole property of the VA or is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality, integrity, and availability of all such data to which access may be gained throughout contract performance, whether title thereto vests in VA or otherwise. The contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there to unauthorized parties in contravention of the provisions, without the written approval of the Contracting Officer or the party in which title thereto is wholly vested. Also, FAR 52.224-1, Privacy Act Notification, and FAR 52.224-2, Privacy Act, apply to this contract and all orders issued against the contract, if applicable.

PRIVACY ACT AND HIPAA: The contractor will adhere to all Privacy Act regulations applicable to these reports as included in this solicitation. In addition to standard Privacy Act compliance, the contractor will be familiar with and abide by the security requirements contained in the HIPAA) as well as other requirements contained in the HIPAA. Contractor personnel who obtain access to hardware or media which may manipulate or store any sensitive information protected under Title 5, USC, Section 552a, The Privacy Act, 38USC4132, 3301 or 3305, as defined by the VA, must not access information unless absolutely necessary to perform their contractual duties. Disclosure of any sensitive data obtained during performance of the particular contractual duty is prohibited. Violation of these statutory provisions may involve imposition of criminal penalties. In providing certain services to the VA and, in connection with the provision of those services, the VA will disclose to the contractor Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the HIPAA; 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by law, the contractor may make a disclosure of PHI in its possession to a third party for the purpose of the contractor's proper management and administration or to fulfill any legal responsibilities of the contractor, provided, however that the disclosures are required by law or permitted by Federal law and VA policy and the contractor has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosure made only as required by law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

LIMITED USE OF DATA AND INFORMATION: The presentation of any report of analytical material based on information obtained from this contract will be subject to review by the VA before dissemination, publication or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony, or interviews with public print or broadcast media. The VA will review the materials for accuracy, content, and manner of presentation with an eye toward the protection of the privacy of individuals.

Performance of this contract may require that the contractor access and use data and information proprietary to the VA or another Government agency or Government contractor. Should the release of proprietary information such as that described above become necessary, the contractor's personnel and any subcontractor's personnel shall execute disclosure statements indicating their awareness of the receipt of such proprietary information and the proper care and handling of same. The contractor and the contractor's personnel may not divulge or release data or information developed or obtained in performance of this contract without the written approval of the Contracting Officer. The contractor will not use, disclose, or reproduce proprietary information or data other than as required in the performance of this contract. This does not preclude the use of any data independently acquired by the contractor without such limitations or prohibit in agreement (at no cost to the VA) between the contractor and the data owner, which provides for greater rights to the contractor

RIGHTS IN GOVERNMENT FURNISHED DATA AND MATERIALS: The VA shall retain all rights and privileges, including those of patent and copy, to all Government-furnished data. The contractor shall neither retain nor reproduce for private or commercial use any data or other materials furnished under this contract. The contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the government is otherwise entitled elsewhere in this contract.

CONTRACTOR PERSONNEL SECURITY:

Contract personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the VA. To satisfy the requirements of the VA, a Minimum Background Investigation shall be conducted prior to performing work under this contract. The level of access and the individual's capability to perform work under this contract will be the determining factor in deciding if a higher investigative requirement is needed. The contractor shall ensure that those requirements are fully satisfied within 30 days of initiation of such investigations.

The VA Security Investigation Center (SIC) provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants and for incumbents of those positions. The contractor shall work with the Contracting Officer's Technical Representative (COTR) in determining the position sensitivity level for the required services. All costs associated with obtaining clearances for contractor provided personnel shall be the responsibility of the contractor. Further, the contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor personnel under the auspices of this contract, the contractor will be responsible for all resources necessary to remedy the incident.

In conjunction with contract award and prior to contract performance, the COTR shall obtain from the contractor the following information in order to request the appropriate investigative action: list of names of contractor personnel doing work on this contract; Social Security Number (SSN) of contractor personnel; and home addresses of contractor personnel.

All contractor and subcontractor personnel must read and abide by the security requirements in place at the contractor's facility. Failure to comply with these security requirements may result in revocation of physical and/or electronic access privileges and/or termination of the contract for default. Failure to complete the work in a timely manner, or by any required completion date, caused by delays in requesting security clearances, or due to revocation of access privileges resulting solely from the actions of the contractor or their personnel, is not sufficient reason to warrant an extension in contract time or cost.

SUBCONTRACTING: The contractor must be able to develop, produce and distribute all letters without subcontracting any portion of this process.

PRODUCTION FACILITY:

The contractor's facility must be a United States Postal Service (USPS) Detached Mailing Unit or Postal Substation to provide assurance of the contractor's expertise in mailing high volumes of critical letters and to expedite delivery of letters via the USPS mail stream. Coding Accuracy Support System (CASS) certifications shall be present within the facility of manufacture. The CASS certifications shall be at all applicable USPS presort levels. The contractor is responsible for remaining current with and implementing all USPS changes that may affect the mailing of AITC letters.

All processes entailed in the development, production and mailing of letters must be housed within one facility. Production must begin and end within the same facility to enhance production efficiency, security and control. This requirement refers to all application processes once the printing, inserting and mailing are underway. The contractor may, however, have additional facilities strategically distributed throughout the United States that the VA may utilize to take advantage of inherent distribution efficiencies.

PHYSICAL SECURITY CONTROLS FOR CONTRACTOR FACILITY:

The facility shall have an active security program, including, but not limited to access control, intrusion detection with 24-hour/day monitoring, surveillance cameras, physical intrusion barriers, and an access auditing method.

All visitors to the Contractor Facility shall be required to present a valid government-issued photo identification (such as a state issued driver's license) and be logged in and out of the facility.

At least one surveillance camera shall be installed to monitor the area where federal information is processed. For analog video recording, images shall be recorded at not greater than 120-hour mode, videotapes shall be changed out promptly (within 5 minutes) upon reaching the end of the tape (not recorded over), and videotapes shall be retained for six months or upon completion or termination of the contract. If digital video recording is used, images shall be recorded at a frame rate of at least 4 images per second and retained for a period of at least 6 months or until the completion or termination of the contract. The contractor shall make such video recordings available for review on-site by AITC security personnel when requested.

All fire/security/environmental-monitoring systems shall be provided with an uninterruptible power supply (UPS) backup power source and be periodically checked for proper operation by trained technicians. The UPS shall provide power to these systems for a minimum of 24 hours.

The contractor may not move the AITC's materials to another location without specific authorization by an authorized AITC person, except in an emergency, in which case the contractor shall notify the AITC of the alternate location within 4 hours.

All personnel who will have physical or electronic access to federal information systems shall obtain the applicable VA security clearance before being granted access (or after submitting the necessary information to initiate a background investigation, when permitted).

PHYSICAL SECURITY CONTROLS FOR CONTRACTOR FACILITY (contd.):

To ensure individual accountability, physical access cards shall not be shared, loaned or given to any other person. Persons authorized to access the area where federal information is processed shall not allow another person to enter the area during the time they have the door open (also known as "tailgating"), except for authorized and escorted visitors. The contractor shall escort visitors authorized by the contractor to enter the area where AITC's information is processed with an access badge and each visitor's name shall be logged on a separate log sheet. The person escorting the visitor(s) shall maintain constant observation of the visitor(s) to ensure they do not access the AITC's information. The physical access control system shall generate reports listing each person who entered the area during any specified time period. The contractor shall provide these reports to AITC security personnel when requested.

INTERCONNECTION SECURITY AGREEMENT (ISA):

ISAs are written agreements between the information system owners that stipulate why and how information is to be shared, and how each party will provide adequate security of the information when it is under their control. One portion of the ISA describes the technical details of the data transmission link, including the devices used to encrypt the data. ISAs become an integral piece of the certification and accreditation letteration for each federal information system.

NETWORK AND TECHNICAL SECURITY CONTROLS:

The sensitivity level of data that is transmitted to the contractor's site has been categorized under FIPS Publication 199 (FIPS 199) as moderate. The contractor will be responsible for transmitting the data in a manner consistent will all applicable federal laws and regulations regarding data with the listed security categorization level.

The minimum required security controls that must be in place and show a demonstrated use are outlined in NIST Special Publication 800-53 (NIST 800-53) for each of the security categorizations. Although NIST 800-53 indicates these controls are "guidelines," they are required for this contract. A list of these controls begins on page 19 of these specifications.

In addition, the data being transmitted must meet the guidelines for the encryption of sensitive federal information found in FIPS Publication 140-2 (FIPS 140-2). The contractor shall provide the necessary encryption device and configure it to communicate in FIPS 140-2 mode with the VA's encryption device.

BUSINESS CONTINUITY PLANS: The contractor will maintain either separately or within their business continuity program a plan of action that will allow for continued provision of services to the AITC within 72 hours of an event that disrupts or destroys the ability of the service provider to operate at the primary location used to provide services. In addition the plan of action should demonstrate how materials and information provided to the vendor by the VA will be protected and recovered such that continued services will be provided within the timeframe specified.

NON-PUBLICITY: It is a specific condition of this contract that the contractor, or any subcontractors performing work on this project, shall not take any photographs on or of the contractor's facility or personnel therein, nor use or allow to be used any aspect of this contract for publicity or advertising purposes without specific written approval of the AITC's Chief of Security Services.

PRE-AWARD INSPECTION OF SECURITY CONTROLS: Prior to award, the AITC reserves the right to perform an on-site inspection of the contractor's security controls to ensure that they are in compliance with all of the items listed in this letter. To facilitate this inspection, the Contractor shall supply the following items at least 3 business days prior to the scheduled site visit:

- (a) All policies, regulations, standard operating procedures, etc., related to physical, personnel, and technical/network security controls.
- (b) Building/site drawings and diagrams depicting, at a minimum, fences, walls, parking areas, physical security controls (cameras, door locks, motion sensors, etc.) and rooms. The drawing shall label all controls related to the physical security of the AITC data (i.e. if there is a section of the facility that is altogether unrelated to the services contracted for, it is not necessary to label the controls in that area).
- (c) Network diagram depicting the major components and security controls in place. This should include network segments, servers, external connections, routers, firewalls, intrusion detection devices, etc. It should specify operating systems (by name and version) for routers, VPN appliances, servers, and workstations.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce orders for 12 months under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

- I. (a) 3032
 - (b) 646
 - (c) 2721
 - (d) 1414
 - (e) 71
 - (f) 3879
- II. (a) (1) 2678
 - (2) 1000
 - (b) (1) 1529
 - (2) 1414
 - (3) 71
 - (4) 1193
- III. (a) (1) 3678
 - (2) 1839
 - (b) 1370
 - (c) 3678
 - (d) 15

SECTION 4. - SCHEDULE OF PRICES

Offers are to be f.o.b. contractor's city.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production. Fractional parts of 1,000 will prorated at the per 1,000 rate.

I. PRINTING: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications with the exception of the required paper.

Running Per 1,000 Copies

Initials

(a) Printing letters/inserts face only in black up to 8-1/2 x 11"per page\$
(b) Printing letters/inserts face and back in black up to 8-1/2 x 11"per page\$
(c) Printing envelopes face only in Pantone 280per envelope\$
(d) Printing envelopes face and back in Pantone 280per envelope\$
(e) Printing envelopes face only in blackper envelope\$
(f) Printing security tint in Pantone 280per envelope\$

II.	PAPER: Payment of all paper supplied by the contractor under the terms of these specifications as ordered on the individual print orders, will be based on the net number of leaves furnished for the product(s) ordered. The cost of any paper required for makeready or running spoilage must be included in the prices quoted.
	(a) Letters/Inserts:
	(1) White Bond (24 lb.)per 1,000 leaves\$
	(2) Yellow Bond (24 lb.)per 1,000 leaves\$
	(b) Envelopes:
	(1) White Kraft (24 lb.)per 1,000 envelopes\$
	(2) White Kraft (20 lb.)per 1,000 envelopes\$
	(3) Light Brown Kraft (24 lb.)per 1,000 envelopes\$
	(4) White Wove (24 lb.)per 1,000 envelopes\$
III.	ADDITIONAL OPERATIONS:
	(a) Folding letters, inserting into envelopes and delivering to a post office:
	(1) 1-page letter per envelopeper 1,000 envelopes\$
	(2) Each additional page per envelopeper 1,000 envelopes\$
	(b) Inserting furnished items into envelopesper 1,000 inserts\$
	(c) Numbering each page of the letterper 1,000 pages\$
	(d) Shredding damaged lettersper 1,000 leaves\$
workd	ntage surcharge for any print orders placed by the Department that require performance on any ay other than Monday through Friday of each week, exclusive of the days on which Federa nment holidays are observed

Initials

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two parts (1 and 2) or copies of the GPO Form 910, "Bid" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder_				
		(City -	- State)	
By				
•	(Signature and ti	tle of perso	n authorized to sign this bid)	
	(Person to be contacted)		(Telephone Number)	
LOCAT	TION OF POST OFFICE: All ma	iling will b	e made from the	
Post Off	fice located at Street Address			
City		State	, Zip Code	_

Centralized Accounts Receivable System (CARS)

Centralized Accounts Receivable System (CARS) was designed for the Veterans Benefits Administration (VBA) to assist Debt Management Center (DMC) in the collection of government overpayments and to provide DMC with reports and statistical data on the volume and characteristics of the overpayments. Central Accounting Office (CAO) and CARS process cash collections against the receivables for the printing of Record Printouts and for the creation of letters to debtors regarding their overpayments.

The CARS printout is produced in four separate bundles. One bundle will not use an enclosure, two bundles will require one insert to a non-window envelope – VA envelope 24-2, and two bundles will require two inserts to the same no window envelope – VA envelope 24-2 and a VA Form 20-5655 (Financial Status Report). CARS require the fold plates to be reset for folding and inserting.

SPECIFICATIONS

Quantity: Approximately 1,414,566 annually

Frequency of Printing:

Daily: Approximately 4,415 daily

Monthly: Approximately 13,569 monthly

NOTE: Not all letters are mailed. Example: Letters to Regional Offices and the DMC are not mailed, they are sent via Express Mail (FedEx with the VA paying for these mailings). Daily Average not mailed – 504.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letters are produced:

VA Form Letter C1042A VA Form Letter C5243 VA Form Letter IRSADD

VA Form Letter C0215

VA Form Letter RPO

Envelope Stock Nr:

One Window VA-24-1 – Mailout envelope No Window envelope – VA-24-2 – Preaddressed return envelope

Ink:

Veterans Assistance Discharge System (VADS)

Veterans Assistance Discharge System (VADS) is designed primarily to disseminate information to all recently discharged military veterans on VA benefits and entitlements. This information is furnished to over 33,000 veterans each month. The system also generates data, which is used to help place veterans in jobs related to service training. In addition, data is also generated to update the Beneficiary Identification and Records Locator System (BIRLS) records. Veterans Benefits Administration (VBA) personnel in Austin maintain VADS.

The Initial letter is FL 20-680. The envelope used is presorted and single window. Two inserts are included with the letter, VA Pamphlet 21-00-1 and VA Form 21-0501. The Follow Up letter is FL-20680a and it uses the same envelope, but requires only one insert, VA Pamphlet 21-00-1.

SPECIFICATIONS

Quantity: Approximately 285,349 Annually for the four following letters:

Veterans Assistance Discharge System Initial Letter - VIL

Frequency of Printing:

Daily:

Paper Specification:

8-1/2 X 11" - 24# White paper

Envelope Stock Nr:

VA envelope 27-2 – one window

Inserts with letter:

VA Pamphlet 21-00-1

VA Form 21-0501

Ink:

Black for letters Blue for envelopes

Veterans Education Assistance Program letter - VEAP Frequency of Printing:

Daily

Paper Specification:

8-1/2 X 11" - 24# White paper

Envelope Stock Nr:

VA envelope 27-2 – one window

Inserts with letter:

VA Pamphlet 22-79-1

VA Form 4-5281

Attachment 2-continued

Ink:

Black for letters Blue for envelopes

Veterans Assistance Discharge System Follow Up Letter

Frequency of Printing:

Weekly:

Paper Specification:

8-1/2 X 11" - 24# White paper

Envelope Stock Nr:

VA envelope 27-2 – one window

Inserts with letter:

VA Pamphlet 21-00-1 VA Form 21-0501

Ink:

Black for letters Blue for envelopes

Monthly:

Chapter 30 Letter:

Paper Specification:

8-1/2 X 11" - 24# White paper

Envelope Stock Nr:

Brown envelop - VA envelope 22-1, Ch3pw (2/01) - one window

Inserts with letter:

VA Pamphlet 22-90-2 VA Form 22-1990

Ink:

Black for letters Black for envelopes

Semi Annual:

Chapter 30 Letter:

Paper Specification:

8-1/2 X 11" - 24# White paper

Attachment 2-continued

Envelope Stock Nr:

Brown envelope – VA envelope 22-1, Ch3pw (2/01) – one window

Inserts with letter:

VA Pamphlet 22-90-2 VA Form 22-1990

Ink:

Lockbox Funding Fee (LFF)

Lockbox Funding Fee (LFF) automates the recording of Funding Fee payments made on loans guaranteed, insured, or made by VA. The LFF system processes transactions generated on a daily basis by the Philadelphia Regional Office of Jurisdiction and the Melon Bank in Pittsburgh to record Funding Fee payments.

The system provides documents required by lenders acknowledging receipt of Funding Fee payments or notifying the lenders of insufficient payments and providing for additional payment. Reports inform Regional Office representatives and the Philadelphia Regional Office and Insurance Center of collections made – over and under payments, as well as late payments. For the latter, lenders are issued letters requesting interest payments. Veterans Benefits Administration (VBA) maintains LFF.

SPECIFICATIONS

Quantity: Approximately 97,000 letters annually.

Frequency of Printing: Daily – producing approximately 8,100 letters per month.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letters are produced:

26-8999 - receipt of shortage received

26-8998 - receipt of VA Funding received

26-0548 - late fee/interest received

26-0547 - late fee and interest owed

26-0546 - late fee owed

26-0500 - notice of funding fee shortage

Envelope Stock Nr:

VA envelope 21-2 – one window

Ink:

Liquidation Claims System (LCS)

The Liquidation Claims System (LCS) maintains the operational control, servicing and reporting of defaults, claims, and liquidation of government insured loan accounts through out the United States and Puerto Rico. LCS helps the VA facilities keep track of properties in various stages of foreclosure. LCS provides for the operational control of report, liquidation, selling the property to pay off the loan, and claims by mortgage companies on outstanding loans. There are about 50,000 defaults active at any point in time. The benefits of LCS are (1) the reduction of Property Acquisitions; (2) the increased ability of VA to service and report on the loan (permits closer working relationship with mortgage companies on loans in default, and alerts the veteran when his/her loan is in jeopardy); and (3) a computerized claims analysis determines what is owed a mortgage company at any point in time. Veteran Benefits Administration maintains LCS.

SPECIFICATIONS

Quantity: Approximately 636,000 letters annually.

Frequency of Printing:

Daily: producing approximately 53,000 form letters per month.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letters are produced:

26-0581

26-8761

26-8761A (Spanish version)

26-8762

26-8762A (Spanish version)

26-8778

26-8799

Envelope Stock Nr:

Two Window VA envelope 21-CCPC2

Ink:

Guaranteed and Insured Loan (GIL)

Guaranteed and Insured Loan (GIL) system maintains a detailed statistical master record for each guaranteed or insured loan closed by VA since the beginning of the VA loan program in 1944. There are approximately 15.1 million records of which 4.3 million are still active and represent VA's contingent liability. These statistical records are presently maintained in one master file broken down into four separate files: active applications, application history, active closed loans, and terminated closed loans. Veteran Benefits Administration (VBA) Austin Systems Development Center (SDC) also maintains records of the status of each application of receipt by the VA Regional Office until it is approved, disapproved, or canceled. VBA maintains LCS.

SPECIFICATIONS

Quantity: Approximately 17,200 letters annually.

Frequency of Printing:

Quarterly: Approximately 4,300 letters are produced.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letter is produced:

VA Form Letter 26-0254

Envelope Stock Nr:

One Window envelope - VA-21-2 - Mailout envelope

Ink:

Health Eligibility Center (HEC)

The 'Enrollment Priority Letters' was developed by the VHA with the goal of modifying its current enrollment notification process to include information on the enrollees assigned enrollment priority grouping and if applicable sub-priority. These letters were developed with a phased approach to implementation. In phase One of this project modifications to the initial welcome letter were made and existing enrollees were notified of their current enrollment priority grouping/sub-category. Purple Heart Letters were added to address enrollees that were providing documentation to or have met the criteria to have their priority upgraded. To meet the directive of VA an Enrollment Reject letter was to be provided to those enrollees that could not be admitted to the Health care system at this time due to their financial status.

Specifications

Quantity: Approximately 1,050,000 letters annually

Paper Specification:

8-1/2 X 11" – 24# White paper 8-1/2 X 11" – 24# Yellow paper

Frequency of Printing:

Weekly: Approximately 20-40 thousand letters per week. These letters are a mixture of Simplex, Duplex and/or multi-page letters to the Veterans. Low volume and short run mail-outs are also possible.

Letters:

Weekly:

Welcome Enrollment Priority Letter (600C): two-ounce postage rate

Paper Specification:

8-1/2 X 11" – 24# White paper Simplex Letter

Envelope Stock Nr:

VA envelope 21-HEC1 - one window

Inserts with letter:

VA FAQ (duplex)

VAF 4107 "Your Rights to Appeal our Decision" (Duplex printing Yellow

Paper)

Enrollment Priority FACT sheet (Simplex).

HIPAA Privacy Notice (2 pages both Duplex)

Medicare D (2 pages both Duplex)

Ink:

Black for letters

Blue for envelopes

Attachment 6 continued

```
Weekly:
Welcome Enrollment Priority Letter Pension (600D):
       Paper Specification:
              8-1/2 X 11" - 24# White paper
              Duplex Letter
       Envelope Stock Nr:
              VA envelope 21-HEC1 – one window
       Inserts with letter:
              VA FAQ (duplex)
              VAF 4107 "Your Rights to Appeal our Decision" (Yellow paper, Duplex)
              Enrollment Priority FACT sheet (Simplex).
              Enrollment Priority FACT sheet (Simplex).
              HIPAA Privacy Notice (2 pages both Duplex)
              Medicare D (2 pages both Duplex)
       Ink:
              Black for letters
              Blue for envelopes
Weekly:
Purple Heart Letter(s) Acceptance, denial, request follow up:
       Paper Specification:
              8-1/2 X 11" – 24# White paper
              Simplex Letter
       Envelope Stock Nr:
              VA envelope 21-HEC1 – one window
       Inserts with letter:
             VAF 4107 "Your Rights to Appeal our Decision" (Yellow paper, Duplex)
      Ink:
             Black for letters
             Blue for envelopes
Weekly:
Welcome Enrollment Reject Letter:
      Paper Specification:
             8-1/2 X 11" - 24# White paper
             Simplex Letter
      Envelope Stock Nr:
             VA envelope 21-HEC1 – one window
      Inserts with letter:
             VA Reject FAQ front page, Enrollment Priority FACT sheet back page
             (Duplex).
             VAF 4107 "Your Rights to Appeal our Decision" (Yellow paper, Duplex)
```

```
Ink:
```

Black for letters
Blue for envelopes

Weekly:

Welcome Enrollment GMT Letter (604A and 604B):

Paper Specification:

8-1/2 X 11" – 24# White paper Simplex Letter

Envelope Stock Nr:

VA envelope 21-HEC1 – one window

Inserts with letter:

Enrollment Priority Group FACT sheet (Simplex). VAF 4107 "Your Rights to Appeal our Decision" (Yellow paper, Duplex)

Ink:

Black for letters Blue for envelopes

Weekly:

Welcome Enrollment Suicide Prevention Letter (H211A):

Paper Specification:

8-1/2 X 11" – 24# White paper Simplex Letter

Envelope Stock Nr:

VA envelope 27-2 – one window

Inserts with letter:

Suicide Prevention Brochure (IB 10-206)

Ink:

Black for letters Blue for envelopes

Monthly:

Outreach Letter (HEFIF):

Paper Specification:

Provided Letter Head 8-1/2 X 11" - 24# High Cotton White paper Simplex Letter

Envelope Stock Nr:

VA envelope 21-HEC1 - one window

Inserts with letter:

Two (2) Brochures Provided

Ink:

Black for letters
Blue for envelopes

Monthly:

Follow Up Outreach Letter (HEFIL):

Paper Specification:

Provided Letter Head 8-1/2 X 11" – 24# High Cotton White paper Simplex Letter

Envelope Stock Nr:

VA envelope 21-HEC1 – one window

Inserts with letter:

Two (2) Brochures Provided

Ink:

FEE Basis (FEE)

FEE Basis (**FEE**) - The FEE system provides administrative assistance for processing payments and generates statistical data for program monitoring. The system is centralized at the Austin Automation Center, Austin, TX. There are two master files in the FEE system. They are the vendor master file (includes physicians, clinics, corporations, pharmacies, etc.) and the veteran master file.

SPECIFICATIONS

Quantity: Approximately 160,000 letters annually.

Frequency of Printing:

Monthly: Approximately 13,600 letters are produced. These letters are a mixture of Simplex, Duplex and/or multi-page letters to the Veterans.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letter is produced:

FL - 10-481

Envelope Stock Nr:

Two Window envelope -VA-21-CCPC2 - Mail out envelope

Ink:

Gravesite Reservation System (GRS)

Gravesite Reservation System (GRS) provides a file of gravesite reservations for dependents of veterans. The system is designed to produce correspondence to be mailed to each reserve requesting confirmation of their intent to use reserved gravesite. The GRS program processes monthly.

SPECIFICATIONS

Quantity: Approximately 18,000 letters annually.

Frequency of Printing:

Monthly: Approximately 1,500 letters are produced.

Paper Specification:

8-1/2 X 11" - 24# White paper

Following Form Letter is produced:

VA Form Letter - FL 40-40

Envelope Stock Nr:

One Window envelope – VA-27-0501-2 – Return envelope Two Window envelope – VA-21-CCPC2 – Mail out envelope

Ink:

GPO Form 910 (R 8-01) P.57021-4 Part 1 ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE Printing Procurement Department

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City	, State
is specified. If no shipping point is indicated above, it will	transportation charges when shipment f.o.b. contractor's city be deemed that the bidder has selected the city and state lated and the contract awarded on that basis. If shipment is ble for any additional shipping costs incurred.)
PROGRAM NO.	(BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)
or	
JACKET NO	_
BID	<u> </u>
AdditionalRate	_
See Provision 12 "Discounts" in GPO Contract Terms (Pub. Bidder hereby acknowledges amendment(s) number(ed In compliance with the above, the undersigned agrees, if this calendar days unless a different period is inserted by the bid items at the price set opposite each item, delivered at the definition of the contract terms are provided in the contract terms.	s bid is accepted within calendar days (60 der) from the date for receipt of bids, to furnish the specified
Notice: Failure to provide a 60 day bid acceptance per	iod may result in expiration of your bid prior to award.
COMPANY SUBMITTING BID	PERSON AUTHORIZED TO BID
Company	Name
Address	Title
CityStateZip	Signature
GPO Contractor Code (if known)	Date
Telephone Number	Facsimile Number
Contracting Officer Review Date	Certifier — Date — Date

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

- **R-1. Small business.** By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.
- R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern
- R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern

CERTIFICATIONS.

- C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.
- (a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

- C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.
- C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.
- (Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)
- (a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.
- C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.
 - (a) The offeror certifies that-
- (1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to(i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization]:
 - (ii) As an authorized agent, does certify that the principals named in subdivision

- (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure
- C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-
 - (a)(1) The offeror certifies, to the best of its knowledge and belief, that-
 - (i) The offeror and/or any of its principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code

- (b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.
- C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.
- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where is has obtained identical certifications from proposed subcontractors for specific time periods) it will-
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

****SAMPLE BID ENVELOPE***

In order to insure proper processing of all bids, the following information is required on all <u>contractor furnished</u> bid envelopes:

JACKET OR PROGRAM NO. FROM	POS	POSTAGE
ADDRESS	REG	REQUIRED
(Please check appropriate box) BID NO BID CONFIRMATION OF TELEPHONE/TELEGRAPH BID	U.S. Government Printing Office Dallas Regional Printing Procurement Office 1100 Commerce Street, Room 731 Dallas, TX 75242	
BIDS WILL BE RECEIVED UNTIL		

AT 3 P.M. PREVAILING DALLAS TIME